

INDIANA BUREAU OF MOTOR VEHICLES

CONFIDENTIALITY AGREEMENT

The Contractor understands and agrees to maintain the confidentiality of any and all data, materials, and information ("confidential and proprietary information"), which it receives from the Bureau of Motor Vehicles ("BMV"). The Contractor understands and acknowledges that any and all information obtained during the request for proposal ("RFP") process regarding the BMV's internal computer database, STARS, and/or development of a replacement system, is confidential and proprietary information. The Contractor agrees to use the confidential and proprietary information solely for the benefit of the BMV. The Contractor will not share or provide, in any manner, any confidential and proprietary information under this confidentiality agreement to any other person ("third party") without the express written consent of the BMV. The Contractor further agrees to return or destroy any confidential and proprietary information as and when the BMV directs. Upon completion of the RFP process, the Contractor shall not retain any confidential and proprietary information for any purpose whatsoever. The Contractor understands that any unauthorized disclosure of any confidential and proprietary information constitutes a breach of this confidentiality agreement and may be grounds for Contractor denial of further work with the BMV in addition to any other rights and remedies provided by law or equity.

Furthermore, the Contractor agrees to indemnify, defend, and hold harmless the BMV from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this agreement.

Confidential and proprietary information, as described herein, does not include, and the restrictions contained herein shall not apply to any information that (i) is or becomes generally available to the public through no act or failure to act on the part of the Contractor; (ii) can be shown by reasonable documentation to have been known to the Contractor at the time of its receipt from the BMV without an obligation of confidentiality; provided that any information regarding STARS provided by the BMV prior to the execution of this confidentiality agreement shall be considered confidential/proprietary information as defined herein; or (iii) can be shown by reasonable documentation to have been independently developed by the Contractor.

Contractor

Name and Title, Printed

Date: _____

Indiana Bureau of Motor Vehicles

By: _____

Name and Title, Printed

Date: _____